Jade Consultants
CONSULTING ENGINEERS AND
CONSTRUCTION MANAGEMENT
210 N.E. 28th Avenue • Portland, Oregon 97232 • (503) 230-9437

PROFESSIONAL SERVICES AGREEMENT

City of Elgin, Oregon
and
Jade Consultants

A. PARTIES

This agreement is between (1) Jade Consultants, 210 NE 28th Avenue, Portland, Oregon 97232, hereinafter referred to as Jade; and (2) the City of Elgin, Oregon, acting through the City Council of Elgin, hereinafter referred to as the City.

B. SCOPE

This agreement is for civil and sanitary engineering services necessary to preparation of a study of storm drainage and sanitary sewerage, as described in Attachment A (Proposal by Jade in response to City of Elgin Invitation for Proposal, July 8, 1985). Attachment A is a part of this agreement.

C. INITIATION OF WORK

Jade will initiate work on these services within five days of a notice to proceed by the City. Jade will provide and complete these services promptly and in coordination with a person designated by the City for liaison with Jade.

Jade will complete all work through submittal of a draft report within ninety days of notice to proceed, except that this time shall be extended if delays (outside the control of Jade) occur, such as governmental actions or acts of God.

D. COMPENSATION

The City shall compensate Jade for these services in the amount of Seven Thousand Two Hundred Dollars ($7,200.00), as described in Attachment B, Method 1 (Lump Sum). In addition, the City shall reimburse Jade for direct non-labor costs associated with the work. Jade shall request prior approval from the City before incurring non-labor costs from other consultants, such as for photogrammetry. Jade shall not be reimbursed for vehicle mileage for travel to Elgin for (1) initial site investigations, or (2) final presentation of report to the City.

If the City should require services beyond the scope of this agreement, Jade shall submit a fee estimate for such services, and a contract modification shall be negotiated and approved by the City, before Jade performs any work on the additional services.

E. TIME OF AGREEMENT

This agreement becomes effective upon its execution by duly authorized representatives of Jade and of the City. The agreement shall remain in force until completion of the work by Jade and acceptance of the work by the City.

F. PAYMENTS

The City shall make monthly partial payments to Jade, on the basis of percentage of the project completed. It is agreed that submittal of the draft report shall be 85% completion. In addition, the City shall reimburse Jade for all direct non-labor expenses incurred, except as noted in section D above.

Jade shall submit invoices for monthly payments by the tenth day of each month, and the City shall make such payments within twenty days of receipt of invoice.

G. EQUAL OPPORTUNITY EMPLOYMENT

Jade will comply with all federal and state regulations pertaining to equal opportunity employment. Jade is certified by the City of Portland as an Equal Opportunity Employer, as a Female Business Enterprise, and as a Minority Business Enterprise.

Accepted and executed this 18 day of July, 1985, for Jade Consultants by

Gayle Hinson

Gayle Hinson
Manager

Accepted and executed this 31st day of July, 1985, for the City of Elgin, by

Betty Hulse

City Recorder

ATTACHMENT A
To Agreement for Professional Services
STORM DRAINAGE AND SANITARY SEWERAGE STUDY
FOR THE CITY OF ELGIN

PART B
PROPOSAL

We propose to perform the following work for the City of Elgin within ninety days of notice to proceed:

Task 1 - Develop storm water flows, assuming curbed and paved streets, within the City of Elgin where storm drainage facilities do not exist, as required for the work in task 2. Investigate capacity of existing drainage facilities to accomodate increased tributary flows.

Task 2 - Develop a storm drainage plan for the City of Elgin, integrating proposed construction with existing facilities. Investigate economy and practicability of pipes, open channel improvements, bridge and culvert modifications, detention of flood waters (greenways), catch basin locations, outlet structures. Make recommendations for economical measures, if available, for the control of the 100- year frequency flood, as defined by National Flood Insurance Program, to permit use of land within current flooding. Show location and size of recommended improvements on a map.

Task 3 - Rank recommended improvements, based on urgency and cost-effectiveness, into appropriate segments of construction.

Task 4 - Display in tabular form by, segment, the estimated construction costs of all recommended improvements. Show unit cost and total cost for each element of the work.

Task 5 - Investigate capacity and performance of existing sanitary sewer system and treatment system to determine adequacy for development of industrial sites south of Phillips Creek. Recommend facilities required to discharge and treat sanitary sewage from industries anticipated by the City of Elgin planning (such as augmented lagoons, force main, pump station if required, gravity main, on-site treatment). Determine total increased sewage flow and characteristics that can be allowed from industrial zone under selected combination of sewage improvements.

Investigate measures that will permit increased use of land within 100-year flood for building or other uses, under National Flood Insurance Program Regulations, (coordinate with Task 2). Show recommended facities on a map.
Note - this task description is a modification of item 5 in request for proposal. See our cover letter for reasons.

Task 6 - Develop estimated construction costs for each element of the work recommended in Task 5.

Task 7 - Summarize all work performed in Task 1 through 6 in a report, including discussions of alternatives, reasons for recommendations, reference to previous work, tabulation of estimated costs, and appropriate maps and diagrams. Confer with City of Elgin, DEQ and other appropriate agencies during the course of the work. Submit a draft of the report to the city before final printing. Review comments by city, revise as appropriate, and print ten copies for the city and five copies for other appropriate agencies. Attend a city council meeting in person to present the report and respond to questions.

Our costs below are based on the following:

1. Access to city records and maps relative to existing streets, storm drain and sanitary sewer elevations and lagoons.
2. Jade Consultants to spend at least three days in Elgin during initial phase of work for site investigations, surveying (levels as required), and meetings with City Officials.
3. Jade Consultants to make personal appearance for final presentation of report.

We propose that compensation be provided by either one of the following two methods, at the option of the City of Elgin:

Method 1

Jade Consultants will perform the work described above as Task 1 through Task 7 for the lump sum of Seven Thousand Two Hundred Dollars ($7,200.00). In addition, the City of Elgin shall reimburse Jade Consultants for direct non- labor costs associated with the work. We estimate these cost to be:

Aerial Photos	$100.00
Meals, lodging during initial site work	324.00
Misc. maps & documents from other agencies	40.00
Telephone	80.00
Copying & printing report pages	40.00
Reproduction	50.00
Spot elevations from photogrammetrist	300.00
Total estimate (may be more or less)	$934.00

Total not to exceed $1300.00 without prior approval by the

 Elgin City Council. B.H. SH.

Because of the distance from our office to Elgin, we do not feel it is equitable to bill for mileage between Portland and Elgin for the trips noted in task descriptions. Consequently, we are absorbing the cost in our overhead.

In addition, we do not bill separately for clerical work (such as typing report). We charge for meals and lodging only when in the field for more than 24 hours; but not for one-day trips, such as report presentation.

If the city elects Method 1 (lump sum) compensation, Jade Consultants will nevertheless furnish, before notice to proceed, our billing rates for engineers, technicians, and draftsmen so that, if the city chooses to delete or add work during the project, there will be a basis for equitable modification of fee.

Method 2

Jade Consultants will perform the work described above as Task 1 through Task 7 on a time and materials basis - that is, we will bill the city at our standard billing rate for the actual time each engineer, technician, and draftsman devotes to this project, subject to the following:

> We will bill no more than Seven Thousand Seven Hundred Dollars ($7,700.00) for the work described as Task 1 to Task 7. If the labor charges to complete the work are less than the said amount, only the actual labor charges shall be due to Jade Consultants.

In addition, the City of Elgin shall reimburse Jade Consultants for direct non-labor costs associated with the work, the same as described under Method 1.

JADE CONSULTANTS,

Boyd Davison

Boyd Davison, P.E.
Engineering Manager